The Honorable Tana Lin 1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON 9 AT SEATTLE 10 AMAZON.COM, INC., a Delaware corporation, AMAZON.COM SERVICES LLC, a Delaware 11 No. 2:24-cy-01083-TL limited liability company, and AMAZON TECHNOLOGIES, INC., a Nevada corporation, 12 STIPULATED PERMANENT INJUNCTION AS TO Plaintiffs, 13 DEFENDANT DANIELLE LANTZ AND PROPOSED ORDER 14 v. NOTED FOR CONSIDERATION: 15 November 25, 2024 Does 1-20, unknown parties doing business as "CHIN CHOPA," and the following individuals: 16 Without Oral Argument Justin Cook, Timothy Rodgers, Sai Parvathareddy, Danielle Lantz, Brandon Wong, 17 Bharath Kumar Gandhe, Berkcan Turkmenoglu, 18 and Mike Ahlert, 19 Defendants. 20 21 22 23 24 25 26 27

**STIPULATION** 1 Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, 2 Inc. (together, "Amazon"), and Defendant Danielle Lantz and (collectively "Settling Parties"), 3 by and through Amazon and Lantz's respective counsel of record, notify the Court that the 4 Settling Parties have reached a settlement of all claims between them in this matter. Pursuant to 5 the terms of that settlement, the Settling Parties stipulate and agree to entry of the permanent 6 injunction below. 7 8 9 DATED this 25th day of November, 2024. 10 Davis Wright Tremaine LLP Danielle Lantz 11 Attorneys for Plaintiffs Pro Se, Danielle Lantz 12 By <u>s/Bonnie MacNaughton</u> By *s/Danielle Lantz* 13 Bonnie MacNaughton, WSBA #36110 Danielle Lantz 2621 Nelson Dr., Apt. 1 Tim Cunningham, WSBA #50224 14 Menomonie, WI 54751-3849 920 Fifth Avenue, Suite 3300 Seattle, WA 98104-1610 Phone: 715-619-1176 Phone: 206-622-3150 15 Email: daniellelantz@hotmail.com Fax: 206-757-7700 16 Email: bonniemacnaughton@dwt.com timcunningham@dwt.com 17 18 19 // 20 // // 21 // 22 23 24 25 26 27

**PERMANENT INJUNCTION** 

Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that

Defendant Danielle Lantz, and her respective employees, agents, successors and assigns, and all

others in active concert or participation with her, are permanently enjoined and restrained from:

- 1. Accessing and using, whether directly or indirectly via a third party, intermediary, or proxy, Amazon.com, or any other Amazon online store around the world;
  - 2. Exploiting or abusing Amazon's ordering or return services;
  - 3. Making false statements or misrepresentations to Amazon;
- 4. Engaging in any activity that defrauds Amazon into paying money or providing replacement products for illegitimate returns;
  - 5. Engaging in any scheme or malicious activity that interacts with Amazon; and
- 6. Knowingly and materially assisting or engaging any other person or business entity in engaging in or performing any of the activities listed above.

The Court shall retain continuing jurisdiction over this matter for the limited purposes of enforcing the terms of the Settling Parties' settlement agreement and this Stipulated Permanent Injunction.

IT IS SO ORDERED.

DATED: November 26, 2024.

Tana Lin

United States District Judge

Vara S.

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

26

27